



**CITY OF SUNNYVALE
CALIFORNIA**

DRAFT

BLANKET ORDER NO 28041-B

ORDERED FROM 16904-001 PIONEER AMERICA LLC ATTN CHUCK HOGAN 700 YNACIO VALLEY ROAD STE 250 WALNUT CREEK CA 94596	ORDER DATE 1/23/2006	BILL TO: City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale CA 94088-3707	
	925-280-2600		START DATE 2/1/2006
	END DATE 1/31/2007		
	BID/RFQ NO F0511-34		
DELIVER TO PW/ENVIRONMENTAL WATER POLLUTION CONTROL PLANT 1444 BORREGAS AVENUE SUNNYVALE CA 94089	FOB	FREIGHT CHARGES	
	DESTINATION		
	PAYMENT TERMS NET 30	REQUISITIONER JOHN ADDEO X7264	
	PR NO 6188	CHARGE/OBJ CODE(S) 342100-5020 (50%) 342680-5020 (50%)	
	OTHER DEPTS/DIVISIONS AUTHORIZED TO USE THIS ORDER		
		THIS ORDER SUPERSEDES PO NO	

DESCRIPTION

Blanket order for liquid chlorine and liquid sulfur dioxide as required by the Water Pollution Control Plant for a one year period in accordance with the specifications, terms and conditions set forth in Invitation for Bids #F0511-34 and the supplier's bid response as follows:

A	Products/pricing		
	1. Liquid chlorine, one-ton cylinders (Primary Supplier)	Per Ton	\$429.00
B	2. Liquid sulfur dioxide, one-ton cylinders (Backup Supplier)	Per Ton	\$412.00
	Cylinder charges		
	1. Period of free use - N/A		
	2. Cost per cylinder after free period	Per Day	No Charge
	3. Charge for lost cylinders or cylinders damaged by City beyond repair	Each	\$2,000.00
	4. Cylinder deposit	Each	\$1,000.00

Section III (Specifications) of IFB #F0511-34 is attached for reference for Delivery of Product, Delivery Procedure, Testing of Delivered Product and Safety Sections.

All invoices to show this order number

Awarded by Council 1/31/2006, RTC # 06-042
Total value of this order not to exceed

NTE \$125,000

BUYER

David Gakle Phone (408) 730-7403 Fax (408) 730-7710

SECTION III. SPECIFICATIONS

A. **Brief Description of Goods to be Purchased and the Intended Use** – The successful bidder shall deliver the following chemicals to the Water Pollution Control Plant, 1444 Borregas Avenue, Sunnyvale, CA 94089 for use in the treatment of wastewater:

1. Liquid Chlorine – One-ton cylinders; commercial grade, at least 99.5% pure by volume, suitable for use in the treatment of water and sewage in accordance with AWWA Specification No. B301-59. Maximum water content: 0.005%, maximum residue content: 0.003% by weight. Any cylinder or partially used cylinder found to contain sufficient residue to impair operation of the feeding equipment will be returned to the successful bidder at the bidder's expense.
2. Liquid Sulfur Dioxide – One-ton cylinders, commercial grade, 99.9% pure.

B. **Minimum Order** – There shall be no minimum order requirements.

C. **Delivery of Product** – Deliveries shall be made on weekdays between the hours of 7 a.m. and 5 p.m. within 48 hours of receipt of a faxed order or telephone notification by authorized City staff. Should the successful bidder be unable to deliver, as required, the City reserves the right to purchase product from another source and recover from the bidder the difference between the contract price and the price the City is required to pay the other source, if higher. Ongoing inability to meet City delivery requirements may result in contract termination.

The successful bidder shall notify the City of an imminent delivery at least one working day before the delivery is to occur. Notice shall be given by sending a fax to (408) 730-1139. Notice shall include the following information:

1. Anticipated delivery date.
2. Quantity and type of product to be delivered.
3. Contract specification sheet (i.e. Certificate of Analysis, Certificate of Conformance, etc.)
4. Bill of Lading number.
5. Name of delivery driver.

Any cylinder which is found to be damaged, either when delivered or when put in service, or which is, in the opinion of City staff, unsafe in any way will not be accepted.

The bed height of the vehicle used to deliver product to the WPCP shall not exceed 53" from the ground on a level surface.

D. **Delivery Procedure** – Upon arrival at the WPCP gate, driver shall stop, exit the vehicle, go to the front office and provide a company issued photo identification upon request. After signing in, the driver shall make delivery to either the CL2 or SO2 storage buildings. Drivers hauling "double trailers" shall not disconnect or park trailers inside WPCP grounds. Drivers shall disconnect and park second trailers in designated parking areas outside the WPCP grounds. Driver shall position trailer so that the building hoist is directly aligned over the cylinders and driver shall hook up the tanks for offloading. Cylinders will be offloaded by City employees using City equipment. After offloading full cylinders, empty cylinders will be loaded on the trailer. Driver shall immediately depart the loading area after delivery is complete. Once through the front gate, driver shall park and exit the vehicle and sign out at the front desk.

E. **Testing of Delivered Product** – Within two days of request by City, the successful bidder shall have a sample of delivered product tested by an independent testing laboratory approved in advance by City. Should test results indicate that the delivered product is not in compliance with contract specifications, said bidder shall bear all testing costs; and the entire delivery from which the nonconforming sample was taken will be rejected by City and returned to bidder at bidder's expense. Should test results indicate that the delivered product is in compliance with contract specifications, bidder shall invoice City; and City shall pay actual testing costs. Two or more test failures may result in termination of the contract by City.

F. Safety

1. The successful bidder shall have available an "on call" emergency crew to service any cylinder leakage at the WPCP. This crew must be available 24 hours per day, 365 days per year.
2. Upon request, the successful bidder shall conduct a training session for City staff relative to the safe handling of liquid chlorine and liquid sulfur dioxide. The training session shall be held at the WPCP and shall be provided at no cost.

G. Customer Service – The successful bidder's sales and/or customer service representative shall return telephone calls from City staff within 24 hours of receipt.

H. Estimated Annual Purchase Volume – To assist bidders in preparing bids, the City's estimated annual purchase volume is included on the Bid Form. The quantities shown are estimates only. Actual purchase volume may be more or less than the quantities shown. The City does not guarantee that these quantities or any quantities will be purchased.

SECTION IV. TERMS AND CONDITIONS

A. Nomenclature

1. As used throughout this bid invitation and its attachments, the following terms are synonymous:
 - a. "Supplier", "vendor", "contractor", "successful bidder" and "selected bidder";
 - b. "Purchase order", "contract" and "agreement";
 - c. "Services", "work", and "project".
2. "The City" refers to the City of Sunnyvale, California.

H. Standard Terms and Conditions - The City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated January 15, 2000, except Paragraph 1 and the last two sentences of Paragraph 23 (Attachment A), apply to any purchase resulting from this bid invitation except to the extent that they are in conflict with this bid invitation. In the event of such a conflict, the specifications, terms and conditions set forth in this bid invitation shall prevail.



**CITY OF SUNNYVALE
CALIFORNIA**

DRAFT

BLANKET ORDER NO 27920-B

ORDERED FROM 07024-001 SIERRA CHEMICAL COMPANY ATTN STANLEY KINDER 2302 LARKIN CIRCLE SPARKS NV 89431 775-358-0888	ORDER DATE 1/23/2006	BILL TO: City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale CA 94088-3707
	START DATE 2/1/2006	
	END DATE 1/31/2007	
	BID/RFQ NO F0511-34	
	DELIVER TO PW/ENVIRONMENTAL WATER POLLUTION CONTROL PLANT 1444 BORREGAS AVENUE SUNNYVALE CA 94089	
OTHER DEPTS/DIVISIONS AUTHORIZED TO USE THIS ORDER		

DESCRIPTION

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A	Products/pricing		
	1. Liquid chlorine, one-ton cylinders (Backup Supplier)	Per Ton	\$449.50
	2. Liquid sulfur dioxide, one-ton cylinders (Primary Supplier)	Per Ton	\$384.50
B	Cylinder charges		
	1. Period of free use - 60 days		
	2. Cost per cylinder after free period	Per Day	\$1.00
	3. Charge for lost cylinders or cylinders damaged by City beyond repair	Each	\$2,000.00
	4. Cylinder deposit	Each	\$1,000.00

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